

Agreement for letting premises on an assured shorthold tenancy

AGREEMENT
for an assured shorthold tenancy

The tenant acknowledges that before the Tenancy is entered into the Tenant has received a Notice in the prescribed form stating that the tenancy is to be a Shorthold Tenancy. Possession may be recovered under Section 21 of the Housing Act 1988 at the end of the tenancy

Date _____

Parties The landlord **PENLANE LTD. Registered Office:- 43 Old Street, Clevedon, Bristol, BS21 6DA**

(2) The tenant(s)- (Full names and addresses appear in the first schedule)

Particulars

The Premises are :- _____

The rent is the Calendar monthly rent of £ _____ in advance commencing from the first day of **JULY 2009** and payable on the **FIRST** of each month in accordance with the letting Provisions as follows or as laid out in the first schedule. The term is a fixed term of **12** months from and including the **1st July 2009** for a term expiring the **30th June 2010**

The contents comprising the furnishings and effects to be listed in an inventory and given to the tenant at the commencement of the tenancy shall be evidence of their existing condition which shall be deemed to be good unless a defect is noted in the inventory

Commencement and Termination

1. the landlord agrees to let and the tenant agrees to take a Tenancy of the premises for the Term at the Rent described above and on the conditions of the Letting Provisions set out below.
2. The landlord or Tenant may end the Tenancy by giving to the other not less than two months notice expiring at any time after six months from the beginning of the tenancy.

Deposit:

3. The Deposit referred to in clause 3 of the Letting Provisions is £ _____ this will be held in the Penlane Ltd tenants deposit a/c and protected through Deposit Solutions Ltd.

AS WITNESS the hands of the parties hereto the day and year before written

SIGNED BY THE TENANT(S):

In the presence of:-

Witness:-

Address:-

SIGNED BY THE LANDLORD : _____ **On behalf of PENLANE LTD.**
in the presence of:-

Witness:

Address:

LETTING PROVISIONS

1. THE TENANT AGREES WITH THE LANDLORD as follows:-

Rent:

(1) To pay the Rent

Outgoings:

2(a) To pay any Council Tax payable for the term or any part of it

(b) To pay the cost of all electricity and gas consumed and to pay all telephone charges and rent in respect of any telephone(s) at the premises during the tenancy (together with the standing charges levied by the appropriate authorities) and not to do anything to cause the disconnection of the electricity or gas supply or the telephone

(c) To inform the landlord of the current telephone number

Repair and Decoration:

3(a) To keep the interior of the Premises and the fixtures and fittings and Landlord's installations and the doors and the glass in the windows in good and tenable repair decoration and condition and in working order (damage by accidental fire excepted)

(b) To inform the landlord of the need of any repairs required

Consent for alterations and decorations:

(4) Not to cut damage injure alter rearrange or interfere with any part of the premises or the decorations or the contents (if any) or make any additions or alterations and not to paint or decorate any part of the premises without getting the landlord's written approval to the colours and materials to be used before the work is started

Prohibition on Gluing, sticking, fixing, etc.

(5) Not to glue stick nail screw or otherwise fix anything whatsoever to the interior or exterior of the premises or the contents without the Landlord's written consent

Drains, Gutters, Chimneys and Access

(6) Not to obstruct the drains or any jointly used access and to keep the drains and gutters clear and any jointly used access clean and tidy

No disposals subletting or sharing:

(7) Not to assign underlet or part with or share possession or occupation of the whole or any part of the premises

Use:

(8) To use the premises as a private residence for occupation by the tenant/tenants only

Misuse:

(9) Not to use or permit the premises to be used for any improper immoral or illegal purpose

Animals:

(10) Not to keep any dog bird insect pet or other animal of any kind in the premises without first obtaining the Landlord's written consent and such consent whether given or waived may be withdrawn at any time

Noise, Nuisance, etc:

(11) To ensure that nothing shall at any time be done in the premises that shall be a nuisance damage disturbance annoyance injury or inconvenience to any adjoining or neighbouring property or its occupiers

Insurance:

(12) To ensure that nothing is done in the property which may make void or voidable the landlord's Insurance Policy or which may cause an increased premium to be payable and to make good to the landlord any loss or extra expense arising from a breach of this clause

Frost:

(13) To take all reasonable precautions to prevent damage by frost

Cleaning etc:

(14) To clean or where appropriate wash the Premises and the contents (if any) as often as may be necessary or appropriate

Garden:

(15) Where any garden is included in the tenancy to use it as a private garden only and keep it clean and tidy.

Entry by Landlord:

(16) To allow the landlord to enter the premises

(a) To inspect their condition

(b) To carry out repairs or alterations to the premises or any adjoining property

(c) To permit new or potential tenants to inspect the premises

(d) For any purpose connected with the interest of the landlord in the premises or their disposal charge or demise

Interest on payments in arrear:

(17) If any rent or other sum due from the tenant under this agreement remains unpaid for more than seven days after the due date (whether formally demanded or not) to pay interest thereon at 4% above the base rate for the time being of the Lloyds TSB Bank Plc until the date of payment

Contents:

(18) To preserve the fixtures and fittings furniture and effects in the premises from being destroyed or damaged and to make good pay for or replace with articles of similar kind and of equal value such parts of the said fixtures fittings furniture and effects as shall be destroyed lost stolen or damaged

Equipment:

(19) Not to play any radio Hi Fi equipment television musical instrument or other noise producing equipment between the hours of midnight and 7.00 am.

Parties/Meetings:

(20) Not to hold or permit to be held any party in the premises nor to hold or permit any gathering or other meetings in the premises at which more than ten visitors in total shall be present without the consent in writing of the landlord (Which if given shall be deemed to be a licence revocable at will)

Roof, and Roof Spaces:

(21) Not at any time to enter or permit any other person or persons to enter upon the roof or roof spaces of the premises or the building of which the premises forms part without having first obtained the prior permission in writing of the landlord or its duly authorised agent

Fuels,Paraffin,and Calor Gas:

(22) Not to collect or accumulate in the premises any solid fuel paraffin or Calor gas nor to use the same in the premises under any circumstances

Locks.Keys,and Bolts:

(23) Not to replace,interfere with or alter the locks or bolts fitted to the doors and/or windows of the premises and to maintain the same in secure working condition. Not to make or cause to be made duplicate keys to the said locks or to hand keys to any third parties

Fire Regulations,Fire Equipment :

(24) To comply with all fire precautions imposed by the Landlord. Where Fire safety equipment is provided to ensure that it is kept in the premises in good working order and condition and is not removed or interfered with. In particular not to interfere with or disconnect any door closing mechanisms within the premises

Hallways & Passages:

(25) No to park any cycles motor cycles perambulators shopping trollies or other equipment or spare parts (hereinafter called "items") in the hallway or other parts of the premises. The landlord will be entitled to remove any items parked or stored in contravention of this sub-clause

Vacation of Premises:

(26) Not to vacate the premises or leave them unoccupied except on the expiration of the term of the tenancy without giving a valid Notice to Quit and in any event on vacation to deliver the keys to the landlord and to pay rent up to the date of vacation

At the end of the Tenancy:

(27) At the determination of the tenancy to deliver up to the Landlord the premises and the contents (if any) in accordance with the Letting Provisions and clear of the Tenant's own effects

2. THE LANDLORD AGREES WITH THE TENANT as follows:-**Quiet Enjoyment:**

The Tenant shall have quiet enjoyment of the premises against the Landlord and all persons claiming title through the Landlord

3. IT IS AGREED BY BOTH PARTIES as follows:-**Forfeiture:**

(1) If at any time the whole or any part of the rent shall be unpaid for fourteen days after it becomes due (whether legally demanded or not) or if there shall be any breach of any of the tenant's agreements the landlord shall be entitled (in addition to any other right) to repossess the whole or any part of the premises and this tenancy shall immediately then terminate, but without affecting the landlord's right to sue the tenant for any breach of covenant

Fire:

(2) If the whole or any part of the premises shall be destroyed or made uninhabitable by fire then unless the tenant has broken the Letting Provisions the payment of the Rent or the appropriate part of it shall according to the extent of the damage be suspended until the premises have been reinstated and made fit for habitation

Deposit:

(3) The deposit is paid to the Landlord as security for the performance of the Tenant's obligations. The deposit will be held in a separate designated deposit account in the name of Penlane Ltd. Any interest accrued in the account will be used to pay for the cost for the operation of the deposit scheme. The Deposit may be expended by the landlord in paying any arrears of rent or reimbursing the cost of making good any failure by the tenant (or any of them) to perform any of the tenant's other obligations in this agreement. In particular, if a tenant fails to return all keys issued for the Premises then missing keys will be charged at the rate of £20 per key. The Deposit which is held by the landlord shall be treated as having been contributed equally by all the tenants (if more than one). Provided that the tenant or tenants (as the case may be) shall have provided a forwarding address or addresses, the balance of the Deposit after appropriating any part expended or expendable by the landlord as aforesaid shall be returned to the Tenant within ten days of the termination of the Tenancy or vacation of the premises (whichever shall last occur)

FIRST SCHEDULE (Tenants Full names & addresses)

PENLLANFELTD

If you have a problem in your flat or house that needs attention you can:

- A.** Contact our maintenance foreman Giles Barry on mobile number *****
This line is open during normal office hours and is the quickest way to get help.
- B.** Send Giles Barry or the office an email to office@penlane.co.uk.
- C.** Ring the office on 01275 853003 - although this is shut in the evenings after 5.00pm and at weekends there is an answer phone in operation and your message will be dealt with when the office is next open. .

**IN CASE OF EMERGENCY: PLEASE CALL
MOBILE NUMBER *******

If your call is not picked up there will either be:

- (i) A message giving you an alternative mobile number – (this is when Giles & Pippa Barry are away and will have emergency cover arranged).
- (ii) The option to leave a message, which will be picked up and returned by either Giles or Pippa Barry as soon as possible.

DATED

PENLANE LTD

and

AGREEMENT

For an assured shorthold tenancy of

Term: 12 Months

From: 1st July 2009

Rent: Per Calendar Month

Furnished